

# ORIGINAL

## Environmental Stewardship & Planning, Inc.

### THIRD AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 05-853

**THIS THIRD AMENDMENT** to that Agreement for Services # AGMT 05-853 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Environmental Stewardship & Planning, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1621 13<sup>th</sup> Street, Sacramento, California 95814 (hereinafter referred to as "Consultant");

#### RECITALS

**WHEREAS**, Consultant has been engaged by County to assist its Department of Transportation with environmental review services pursuant to Agreement for Services # AGMT 05-853 and Amendments I and II to AGMT 05-853, all of which are incorporated herein and made by reference a part hereof;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-853 to extend the expiration date of May 31, 2009 to November 30, 2009 in order to allow for the completion of outstanding Task Orders issued pursuant to the Agreement, amending **ARTICLE II Term**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-853 to add a new fee schedule for the extended term of the Agreement, amending **ARTICLE III Compensation for Services** and adding **Exhibit D**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-853 to change one of County's notices recipients, amending **ARTICLE XV Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-853 to change County's Contract Administrator, amending **ARTICLE XXIV Contract Administrator**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement for Services # AGMT 05-853, as follows:

**Article II, Term, of the original Agreement, as amended, is deleted in its entirety and the following Article is added in its place to read as follows:**

#### **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire on November 30, 2009.

Article III, Compensation for Services, of the original Agreement, as amended, is deleted in its entirety and the following Article is added in its place to read as follows:

### ARTICLE III

**Compensation for Services:** For services provided herein, including all deliverables described in individual Task Orders and including the progress reports required by Article IV, Progress Reports herein, County agrees to pay Consultant within thirty (30) days following County receipt and approval of itemized invoices and progress reports detailing services rendered.

For the purposes hereof, for the period beginning July 12, 2005 and continuing through May 31, 2007 the billing rates shall be in accordance with Exhibit B, marked "May 2005-May 2007 Standard Rates," incorporated herein and made by reference a part hereof.

For the period beginning June 1, 2007 and continuing until May 31, 2009, the billing rates shall be in accordance with Exhibit C, marked "ESP 2007-2009 Standard Rates," incorporated herein and made by reference a part hereof.

For the period beginning June 1, 2009 and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Exhibit D, marked "ESP Standard Rates," incorporated herein and made by reference a part hereof.

Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage expenses for Consultant or for any subconsultant. Any reimbursements for mileage expenses for Consultant or subconsultants will only be made if such expenses are included in the budget of an approved and fully executed Task Order issued pursuant to this Agreement.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and per diem expenses other than mileage) will not be reimbursed for any services performed under this Agreement.

The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order.

The total amount of this Agreement, as amended, inclusive of all costs, Task Orders and all work of subconsultants and expenses shall not exceed \$1,000,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-supplied work order number and Task Order number both on their faces and on any enclosures or backup documentation. Consultant shall bill County for only one Task Order per invoice. Consultant shall attach a copy of each notification to proceed required under the provisions of Article I, Scope of Services, and

copies of any progress reports required under the provisions of Article IV, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Any invoices which include charges for supplies or subconsultants shall be accompanied by backup documentation to substantiate Consultant's actual cost for each item billed. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667  
Attn: Administration Division – Accounts Payable

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables and progress reports are received, or proceed as set forth in Article XIV, Default, Termination, and Cancellation herein.

**Article XV, Notice to Parties, of the original Agreement, as amended, is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE XV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Department Of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Craig D. McKibbin,  
Acting Deputy Director  
Transportation Planning &  
Land Development Division

With a Copy to:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Tim C. Prudhel,  
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Environmental Stewardship & Planning, Inc.  
1621 13th Street  
Sacramento, California 95814

Attn.: Steve Peterson,  
President

or to such other location as Consultant directs.


**Article XXIV, Contract Administrator, of the original Agreement, as amended, is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE XXIV**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Craig D. McKibbin, Acting Deputy Director, Transportation Planning & Land Development Division, Department of Transportation, or successor.

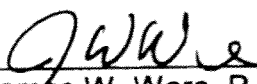
Except as herein amended, all other parts and sections of Agreement for Services # AGMT 05-853 and Amendments I and II to AGMT 05-853 shall remain unchanged and in full force and effect.

**Contract Administrator Concurrence:**

By:   
Craig D. McKibbin  
Acting Deputy Director  
Transportation Planning &  
Land Development Division  
Department of Transportation

Dated: 05 March 2009

**Requesting Department Concurrence:**

By:   
James W. Ware, P.E.  
Director of Transportation

Dated: 3/5/09

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services # AGMT 05-853 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By:   
**RON BRIGGS**  
Board of Supervisors  
"County"


Dated: 5/5/09

Attest:  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors


By:   
Deputy Clerk

Dated: 5/5/09

-- ENVIRONMENTAL STEWARDSHIP & PLANNING, INC. --

By:   
Steven L. Peterson  
President  
"Consultant"

Dated: 3/6/09

By:   
~~Amanda K. Rose~~ KRISTA K. COX  
Corporate Secretary

Dated: 3/9/09



ENVIRONMENTAL STEWARDSHIP & PLANNING  
INCORPORATED

**CORPORATE RESOLUTION**  
**Officer Designation**

I, Steve Peterson, President of Environmental Stewardship & Planning, Inc., organized and existing under the laws of California and having its principal place of business at 1621 13<sup>th</sup> Street, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held October 17<sup>th</sup>, 2008 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That the officers of the corporation are as follows:

- President – Steve L. Peterson
- Vice President – Amanda K. Rose
- Secretary – Krista K. Cox

I further certify that this corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

DIRECTORS


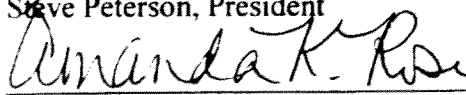
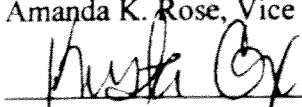
	3/9/09
Steve Peterson, President	Date
	3/9/09
Amanda K. Rose, Vice President	Date
	3/9/09
Krista K. Cox, Secretary	Date

Exhibit D  
 ESP Standard Rates  
 Professional Services

Principal	\$165/Hour
Senior Associate	\$145/Hour
Associate	\$130/Hour
Editor/Graphic Artist	\$110/Hour
Staff Scientist	\$95/Hour
Clerical/Administrative	\$60/Hour

Note: Expert testimony services are provided at 200% of Standard Rates

Direct Charges

<b>Mileage</b>	To be Paid in Accordance with Article III, Compensation for Services of This Agreement
<b>Postage and Electronic Communication</b>	Included in Overhead
<b>Supplies and Subcontractors</b>	Cost + 15%

ESP Timekeepers  
El Dorado County Department of Transportation  
On-Call Services Agreement

Timekeeper:

Steve Peterson, AICP (SLP)  
Principal

Amanda Rose (AKR)  
Principal

Bob Delp (BHD)  
Senior Associate

John Taylor (JET)  
Senior Associate

Martin Rose (MFR)  
Associate

Nichole Jordan (NAJ)  
Staff Scientist

Jill Walker (JRW)  
Graphic Artist

Shelley King (SLK)  
Clerical

Krista Cox (KKC)  
Administrative